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JS-6

Attorneys for the Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HILDA L. SOLIS,
Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

Ismael C. Covarrubias, Jr., DBA King Construction; Ismael C. Covarrubias, Jr., Individually and as Managing Agent of Ismael C. Covarrubias, Jr., DBA King Construction;
Frederick Mendez, Individually and as Managing Agent of Ismael C. Covarrubias, Jr. DBA King Construction,

Defendants.

Case No. 2:12-cv-05154-DDP-SP

CONSENT JUDGMENT

Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor (“Secretary”) and defendants Ismael C. Covarrubias, Jr., DBA King Construction (“King Construction”), Ismael C. Covarrubias, Jr., individually and as managing agent of Ismael C. Covarrubias, Jr., DBA King Construction, and Frederick Mendez, individually and as managing agent of Ismael C. Covarrubias, Jr., DBA King Construction (collectively, “Defendants”), have agreed to resolve the matters in controversy in this civil action and

1 consent to the entry of this Consent Judgment in accordance herewith:

2 A. The Secretary has filed a Complaint alleging that Defendants violated pro-
3 visions of Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as
4 amended ("FLSA"), 29 U.S.C. §§ 215(a)(2) and 215(a)(5).

5 B. Defendants have appeared and (after having been advised by Plaintiff of the
6 right to retain the assistance of defense counsel) acknowledge receipt of a copy of the
7 Secretary's Complaint.

8 C. Defendants waive issuance and service of process and waive answer and
9 any defenses to the Secretary's Complaint.

10 D. The Secretary and Defendants waive Findings of Fact and Conclusions of
11 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
12 out further contest.

13 E. Defendants admit that the Court has jurisdiction over the parties and subject
14 matter of this civil action and that venue lies in the Central District of California.

15 It is therefore, upon motion of the attorneys for the Secretary, and for cause
16 shown,

17 ORDERED, ADJUDGED, AND DECREED that the Defendants, their officers,
18 agents, servants, and employees and those persons in active concert or participation with
19 them who receive actual notice of this order (by personal service or otherwise) be, and
20 they hereby are, permanently enjoined and restrained from violating the provisions of
21 Sections 15(a)(2) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 215(a)(2) and 215(a)(5), in
22 any of the following manners:

23 1. Defendants shall not, contrary to FLSA § 6, 29 U.S.C. § 206, pay any employ-
24 ee who in any workweek is engaged in commerce or the production of goods for com-
25 merce, within the meaning of the FLSA, or is employed in an enterprise engaged in
26 commerce or in the production of goods for commerce, within the meaning of FLSA
27 § 3(s), wages at a rate less than \$7.25 an hour (or less than the applicable minimum rate
28 as may hereafter be established by amendment to the FLSA).

1 2. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any em-
2 ployee who in any workweek is engaged in commerce or in the production of goods for
3 commerce, within the meaning of the FLSA, or is employed in an enterprise engaged in
4 commerce or in the production of goods for commerce, within the meaning of FLSA
5 § 3(s), for any workweek longer than 40 hours unless such employee receives compensa-
6 tion for his or her employment in excess of 40 hours in such workweek at a rate not less
7 than one and one-half times the regular rate at which he or she is employed.

8 3. Defendants shall not fail to make, keep, make available to authorized agents of
9 the Secretary for inspection, transcription, and/or copying, upon their demand for such
10 access, and preserve records of employees and of the wages, hours, and other conditions
11 and practices of employment maintained, as prescribed by regulations issued, and from
12 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and
13 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-
14 tions, Part 516.

15 4. Defendants, jointly and severally, shall not continue to withhold the payment
16 of \$348,242.63 in minimum wage and overtime pay hereby found to be due under the
17 FLSA to 29 employees, as a result of their employment by defendants during the period
18 of October 26, 2009 through December 17, 2011 as set forth in the attached Exhibit 1,
19 showing the name of each employee and listing on the same line the gross backwage
20 amount due the employee and the period covered by the Consent Judgment.

21 5. Defendants shall pay the backwages, plus 1% annual interest on the outstand-
22 ing balance starting from May 24, 2012 until the backwages required under this Judg-
23 ment are paid in full, as set forth in paragraph 6 below (and as set forth in attached Ex-
24 hibit 2). Each payment shall be made by a certified or cashier's check or money order
25 with the firm name and "BW's + Interest" written on each, payable to the order of the
26 "Wage & Hour Div., Labor," and delivered to the U.S. Department of Labor, Wage and
27 Hour Division, 100 N. Barranca Ave. Suite 850, West Covina, CA, 91791, on or before
28 the date the payment is due.

1 6. Defendants shall deliver to the Wage and Hour Division, United States De-
2 partment of Labor, 100 N. Barranca Ave. Suite 850, West Covina, CA, 91791, the fol-
3 lowing:

4 a. On or before May 24, 2012, a schedule in duplicate bearing the firm
5 name, employer identification number(s), address, and phone number of the de-
6 fendants and showing the name, last known (home) address, social security num-
7 ber, and gross backwage amount for each person listed in the attached Exhibit 1;

8 b. On or before May 24, 2012, a certified or cashier's check or money order
9 with the firm name and "BW's + Interest" written on each, payable to the order of
10 the "Wage & Hour Div., Labor," in the amount of \$15,000;

11 c. On or before June 24, 2012, and again on or before the 24th day of each
12 of the 23 months thereafter, a certified or cashier's check or money order with the
13 firm name and "BW's + Interest" written on each, payable to the order of the
14 "Wage & Hour Div., Labor," in the amounts reflected on Exhibit 2;

15 d. In the event of a default in the timely making of any of the payments
16 specified herein, the full amount under the backwage provisions of this Judgment
17 which then remains unpaid, plus interest at the rate of ten percent (10%) per year,
18 from the date of this Judgment until the full amount of this Judgment is paid in
19 full, shall become due and payable upon the Secretary's sending by ordinary mail
20 a written demand to the last business address of the Defendants then known to the
21 Secretary;

22 e. There will be no pre-payment penalty in the event the Defendants pay
23 the full amounts due under the monetary provisions of this Judgment prior to the
24 dates set forth above.

25 7. The Secretary shall allocate and distribute the remittances, or the proceeds
26 thereof, to the persons named in the attached Exhibit 1, or to their estates if that be nec-
27 essary, in her sole discretion, and any money not so paid within a period of three years
28 from the date of its receipt, because of an inability to locate the proper persons or be-

1 cause of their refusal to accept it, shall be then deposited in the Treasury of the United
2 States, as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c); and, it is further

3 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the
4 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA
5 § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor
6 as to any employee named on the attached Exhibit 1 for any period not specified therein;
7 and, it is further

8 ORDERED that each party shall bear its own fees and other expenses incurred by
9 such party in connection with any stage of this proceeding, including but not limited to
10 attorneys' fees, which may be available under the Equal Access to Justice Act, as
11 amended; and, it is further

12 ORDERED that this Court shall retain jurisdiction of this action for purposes of
13 enforcing compliance with the terms of this Consent Judgment.

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15 Dated: June 21, 2012

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U.S. DISTRICT JUDGE

1 For the Defendants:

2 Each defendant hereby appears, waives any
3 defense herein, consents to the entry of
4 this Judgment, and waives notice by the
5 Clerk of Court:

6 For: ISMAEL C. COVARRUBIAS, JR. DBA
7 King Construction

8 By: _____
9 Authorized Agent

Date

10 Its: _____

11
12
13 ISMAEL C. COVARRUBIAS, JR.

Date

14
15 FREDERICK MENDEZ

Date

16 NEEL LAW GROUP

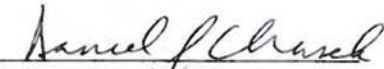
17 
18 _____

5/27/2012
Date

19 Randolph Neel
20 Attorneys for the Defendants

21 For the plaintiff:

22 M. Patricia Smith
23 Solicitor of Labor
24 Mary K. Alejandro
25 Acting Regional Solicitor

26 
27 _____

6/18/2012
Date

28 DANIEL J. CHASEK
Associate Regional Solicitor
Attorneys for the Plaintiff

Consent Judgment (Sol#1219779)

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1 For the Defendants:

2 Each defendant hereby appears, waives any
3 defense herein, consents to the entry of
4 this Judgment, and waives notice by the
5 Clerk of Court:

6 For: ISMAEL C. COVARRUBIAS, JR. DBA
7 King Construction

8 By: *Ismael C. Covarrubias*
9 Authorized Agent

5-11-12
Date

10 Its: _____

11
12 *Ismael C. Covarrubias*
13 ISMAEL C. COVARRUBIAS, JR.

5-11-12
Date

14 *Fredrick Mendez*
15 FREDERICK MENDEZ

6-6-12
Date

16 NEEL LAW GROUP

17
18 _____
19 Randolph Neel
20 Attorneys for the Defendants

Date

21 For the plaintiff:

22 M. Patricia Smith
23 Solicitor of Labor
24 Mary K. Alejandro
25 Acting Regional Solicitor

26 _____
27 DANIEL J. CHASEK
28 Associate Regional Solicitor
Attorneys for the Plaintiff

Date

Consent Judgment (Sol#1219779))

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EXHIBIT 1

Last Name	First Name	MI	Period Begin Date	Period End Date	Gross Back Wages Due
AREVALO	SAMUEL		10/26/2009	04/25/2010	\$1,923.50
BARRAGAN	OSCAR		10/26/2009	09/25/2011	\$23,641.50
BARRAJAS	DANIEL		10/26/2009	12/18/2011	\$33,319.25
BARRAJAS	JORGE LUIS		11/07/2011	11/20/2011	\$1,650.00
BARRAJAS	OSCAR		10/26/2009	10/10/2010	\$8,227.50
BOLANOS	JORGE		10/26/2009	01/24/2010	\$1,327.50
CARNELAS	JOSE		04/04/2011	10/23/2011	\$10,207.00
CARRILLO	PRUDENSIO		10/30/2011	11/13/2011	\$8,463.75
CARRILLO	RAFAEL		10/26/2009	10/10/2010	\$8,019.00
	JOSE				
CARVAJAL	ALCALA		10/26/2009	11/27/2011	\$31,365.50
CASTANEDA	PEDRO	M	04/04/2011	11/20/2011	\$3,356.75
CASTANEDA	PEDRO	P	02/06/2011	12/04/2011	\$12,432.00
CONTRERAS	ARMANDO		04/03/2011	12/17/2011	\$14,275.00
HERIBERT	PEDRO		10/30/2010	10/23/2011	\$11,399.50
HERNANDEZ	RAMON		10/26/2009	11/13/2011	\$17,920.75
LLAMAS	AMADOR		09/27/2010	11/27/2011	\$14,772.50
LLAMAS	ENRIQUE		05/30/2010	05/01/2011	\$24,650.00
LOPEZ	GREGORIO		10/26/2009	10/09/2011	\$24,548.50
MARAVILLA	JOAQUIN		06/05/2011	10/23/2011	\$4,366.00
	ANTONIO				
MEJIA	MARTINEZ		10/23/2011	12/04/2011	\$4,230.00
MENDOZA	ALFONSO		05/08/2011	11/13/2011	\$1,377.50
MENDOZA	CARMELO		10/26/2009	11/27/2011	\$29,716.00
MORALES	PEDRO		10/16/2011	10/30/2011	\$870.00
RODRIGUEZ	LAURIANO		10/26/2009	11/27/2011	\$12,359.00
RODRIGUEZ	SERGIO		10/26/2009	11/27/2011	\$14,975.25
TRUJILLO	JOSE		09/12/2010	11/27/2011	\$9,917.38
	ALEX				
VERDUZCO	JESUS		10/09/2011	10/23/2011	\$580.00
ZEPEDA	EDGAR		10/26/2009	10/10/2010	\$13,832.00
ZEPEDA	ENRIQUE		10/26/2009	10/10/2010	\$4,520.00

EXHIBIT 2

Initial Payment due 5/24/2012 \$ 15,000.00

Payment No.	Date Due	Total Due
1	06/24/2012	\$28,914.85
2	07/24/2012	\$28,935.85
3	08/24/2012	\$28,911.85
4	09/24/2012	\$28,984.61
5	10/24/2012	\$10,899.00
6	11/24/2012	\$11,038.51
7	12/24/2012	\$10,905.62
8	01/24/2013	\$10,896.56
9	02/24/2013	\$10,999.80
10	03/24/2013	\$10,993.89
11	04/24/2013	\$10,892.13
12	05/24/2013	\$11,021.38
13	06/24/2013	\$11,201.53
14	07/24/2013	\$10,900.76
15	08/24/2013	\$10,891.69
16	09/24/2013	\$11,211.82
17	10/24/2013	\$10,894.12
18	11/24/2013	\$11,056.05
19	12/24/2013	\$11,082.33
20	01/24/2014	\$11,124.70
21	02/24/2014	\$11,068.22
22	03/24/2014	\$10,950.58
23	04/24/2014	\$11,101.73
24	05/24/2014	\$11,085.54